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cuted a deed whereby he covenanted to stand seised of described real estate in trust for his wife and children, without making any reference to dower. A subsequent deed designated a new trustee, and recited that he covenanted on behalf of the wife to relinquish her dower rights in real estate other than that named in the original deed. Held, that the deeds did not bar the wife of dower in such real estate.

[Ed. Note.—For other cases, see Dower, Cent. Dig. §§ 130-143; Dec. Dig. § 44.* 4 Va.-W. Va. Enc. Dig. 814.]

4. Trusts (§ 13*)—Consideration—Sufficiency.—A deed by a husband, whereby he conveys land in trust to his wife and children, in consideration of the wife accepting the benefits on condition that she shall subsequently support herself and the children, is supported by a sufficient consideration, because releasing him from an obligation.

[Ed. Note.—For other cases, see Trusts, Cent. Dig. § 11; Dec. Dig. § 13.* 13 Va.-W. Va. Enc. Dig. 270, 274.]

Appeal from Circuit Court, Goochland County.

Suit by Salley B. Fraser against Willie A. Stokes and another. From a decree denying relief in part, complainant appeals. Affirmed.

D. H. & Walter Leake, for appellant.

Smith, Moncure & Gordon and *Wise & Chichester*, for appellees.

SWEENEY *v.* FOSTER et al.

June 8, 1911.

[71 S. E. 548.]

1. Contracts (§ 324*)—Action—Adequacy of Remedy at Law.—An action by one acquiring by contract the right to purchase corporate bonds lodged with a committee appointed by bondholders, brought against the committee selling the bonds to another in violation of the contract, to recover a specified sum, is an action on a legal claim, and a suit in equity is not maintainable.

[Ed. Note.—For other cases, see Contracts, Cent. Dig. § 1550; Dec. Dig. § 324.* 1 Va.-W. Va. Enc. Dig. 162; 8 Va.-W. Va. Enc. Dig. 871, 879.]

2. Assignments (§ 117*)—Action by Assignor.—Under Code 1904, § 2415a, providing that when the legal title to any claim for the enforcement of which equity has jurisdiction is in one person, and the beneficial equitable title is in another, the latter may sue, etc., one who acquired by contract with a committee of holders of corporate bonds the right to purchase the bonds, and who assigned the contract to a third person for a valuable consideration, could not main-

*For other cases see same topic and section NUMBER in Dec. Dig. & Am. Dig. Key No. Series & Rep'r Indexes.

tain an action against the committee selling the bonds to another, without first obtaining a reassignment of the contract from the third person, not appearing in the action, and not served with process; the committee and the third person refusing to reassign not acting in concert.

[Ed. Note.—For other cases, see Assignments, Cent. Dig. §§ 189-191; Dec. Dig. § 117;* Parties, Cent. Dig. § 8. 1 Va.-W. Va. Enc. Dig. 775, 789.]

3. Equity (§ 94*)—"Necessary Parties"—Who Are.—All persons who are interested in the subject-matter of a suit, and who will be affected by the results thereof, are "necessary parties."

[Ed. Note.—For other cases, see Equity, Cent. Dig. § 252; Dec. Dig. § 94.*

For other definitions, see Words and Phrases, vol. 5, pp. 4720, 4721. 10 Va.-W. Va. Enc. Dig. 736.]

4. Cancellation of Instruments (§ 3*)—Right to Relief.—To justify a rescission of a contract, the facts must show that plaintiff is entitled in equity to the relief, and the court must be able substantially to restore the parties to the position which they occupied before they entered into the contract.

[Ed. Note.—For other cases, see Cancellation of Instruments, Cent. Dig. §§ 1, 5; Dec. Dig. § 3.* 11 Va.-W. Va. Enc. Dig. 887, 894.]

5. Assignments (§ 129*)—Actions—Necessary Parties.—A committee of holders of corporate bonds contracted to sell the bonds on specified terms to a third person, who assigned the contract to an assignee, paying a valuable consideration, and acquiring the absolute title to the contract. The third person subsequently recognized the assignment. The committee sold the bonds to another. Held that, in an action by the third person against the committee for damages for making the sale, the assignee was a necessary party, without whose presence justice could not be done to the committee.

[Ed. Note.—For other cases, see Assignments, Cent. Dig. § 219; Dec. Dig. § 129.* 1 Va.-W. Va. Enc. Dig. 795.]

Appeal from Law and Chancery Court of City of Norfolk.

Suit by A. L. Sweeney against S. L. Foster and others. From a decree of dismissal, complainant appeals. Affirmed.

Wm. L. Royall, for appellant.

D. Lawrence Groner and Tazwell Taylor, for appellees.

CARTER v. KEETON & COLEMAN et al.

June 8, 1911.

[71-S. E. 554.]

1. Mechanics' Liens (§ 58*)—Consent of Owner—Authority to Contract—Tenant.—A tenant in possession has no authority to make

*For other cases see same topic and section NUMBER in Dec. Dig. & Am. Dig. Key No. Series & Rep'r Indexes.